

SOLICITATION, OFFER, AND AWARD				1. Market Open - See Section M.2		Page of Pages 1 53			
2. Contract Number		3. Solicitation Number POKT-2004-B-0097-NJ		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 8-Sep-04		6. Requisition/Purchase Number	
6a. Caption									
7. Issued By Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 6th Floor Washington, DC 20009		Code HA0		8. Address Offer To (If other than line 7) Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 3rd Floor, Bid Room Washington, DC 20009					
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"									
SOLICITATION									
9. Sealed bid in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC 20009 until 2:00 PM local time 13-Oct-04 (Hour) (Date)									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.									
10. For Information Contact		A. Name Naomi Johnson		B. Telephone (No Collect Calls) (Area Code) 202 (Number) 671-2389 (Ext)		C. E-mail Address naomi.johnson@dc.gov			
11. Table of Contents									
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OFFER									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		Code		Facility		16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature			18. Offer Date		
(Area Code)	(Number)	(Ext)							
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation				
22. Award - DC OCP Form 201 not required			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item				
Negotiated Agreement - DC OCP Form 201 must be executed									
24. Administered By (If other than Item 7)			Code		25. Reserved for future use				
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia					28. Award Date	
			(Signature of Contracting Officer)						

SECTION B – SUPPLIES OR SERVICE AND PRICE

- B.1** The District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Public Works (“the District”) is seeking a Contractor to provide a full service mobile container program. Specifically, the contractor shall be responsible for manufacture, assembly, delivery and service of approximately 140,000 wheeled plastic carts which will be used for collection of trash and recyclable materials by District rear loading packer trucks with hydraulic lifts. The contractor shall also be required to warranty these new containers for a period of ten years from date of delivery.

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering clause. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.2 CONTRACT TYPE

This is a requirements contract with payments based on fixed unit prices with an economic price adjustment as stipulated in paragraph I.14, for the goods and services specified. The contractor shall deliver all items and perform all services in accordance with the terms and conditions of the contract.

B.3**SERVICES/DESCRIPTION/PRICE**

Contract Line Item Number (CLIN)	Item Description	Estimated Quantity	Unit	Unit Price	Extended Price
0001	Initial order of mobile Roll Out Containers with service	125,000	EA.	\$_____	\$_____
0002	Parts Purchase for Non- Warranty Service Call	\$50,000		_____% (discount from Parts Price List must be attached with bid)	\$_____
0003	Non-warranty Repair Service Call	500	EA.	\$_____	\$_____
0004	Additional mobile roll out containers with service	15,000	EA.	\$_____	\$_____
TOTAL PRICE				\$ _____	

UNIT PRICES

Unit prices shall include all costs to be incurred by the contractor to successfully perform these services, including but not limited to cost of cart manufacture, freight, assembly, delivery, warranty, customer services, inventory and warehouse.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The Contractor shall provide all management, personnel, materials and equipment to provide customers with a mobile plastic container which can safely store and conveniently transport waste or recyclable materials to the alleys or curb for collection by the District of Columbia Department of Public Works (DPW) from residential structures with three or fewer dwelling units.

C.2 REQUIREMENTS:

C.2.1 The container shall be durable in its design, having a lid, wheels and the necessary transport and lift features such that it can be maneuvered, lifted and the waste contained therein emptied into a refuse collection vehicle.

C.2.2 The design of the container shall be compatible with DPW's semi-automated collection system. DPW currently uses **Perkins Rotary Tuk-A-Way type and Bayne MBTL-180 lifts** for its semi-automated collection. The container shall be a cart that is designed to ensure positive locking during semi-automated use with these lifts.

C.2.3 The containers required shall be new and unused and the latest style currently in production meeting specifications.

C.2.4 It is estimated that DPW may purchase as many as 140,000 containers. The actual number of containers and color shall be provided to the Contractor when each order is placed by the District.

C.2.5 All containers furnished by the contractor shall conform to ANSI Standards Z245.30-1999 and Z245.60-1999 for Type B, two-wheel carts.

C.3 DETAILED SPECIFICATIONS

MANUFACTURING, DESIGN, CONSTRUCTION AND COMPOSITION

C.3.1 All containers, lids, wheels and related components shall be uniform in design, material and tolerance throughout the entire quantity of units furnished under these specifications.

C.3.2 Container body shall be seamless one-piece blow, rotational or injection molded design manufactured of high-density polyethylene resin.

C.3.3 Wall thickness shall not be less than 0.150 inch

C.3.4 The lid thickness shall not be less than 0.130 inch

NOTE: FOR SPECIFICATIONS C.3.3 AND C.3.4, THE DISTRICT RESERVES THE RIGHT TO TEST THE CARTS FOR THICKNESS.

C.3.5 The container shall have a minimum volume of 32 gallons and a maximum volume of 35 gallons level full, by liquid measure of the body only excluding the lid, as measured by ANSI standard Z245.30.199.

C.3.6 The exterior dimensions of the completely assembled container must be within ranges as follows:

Height: 37" min. to 41" max.
Width: 18" min. to 22" max.
Depth: 23" min. to 26" max.

STATE DIMENSIONS OFFERED: Height _____
(to the nearest inch) Width _____
Depth _____

C.3.7 The empty container fully assembled shall weigh a minimum of 19 pounds and shall not exceed 27 pounds.

STATE WEIGHT OFFERED: _____

C.3.8 The containers shall contain at least 10% post consumer recycled plastic material.

STATE PERCENTAGE OF POST CONSUMER RECYCLED PLASTIC MATERIAL: _____

C.3.9 The plastic resins used in the fabrication of the container, body, lid and component parts shall contain no less than 0.5% (one-half of one percent) of Ultra Violet (U.V.) 531 inhibitor or approved equal added in a hot melt compounding in order to stabilize the container against deterioration from sunlight and fading for a minimum of 10 years.

- C.3.10 The container shall have a life expectancy of not less than 10 years during which time the container, lid and its component parts shall retain their original appearance; resist foreseeable penetration resulting from normal or regular use; and reasonably forestall penetration from squirrels or other rodents.
- C.3.11 Based upon the intended application, the container shall withstand wear and permanent deformation caused by loading and unloading of the materials, particularly on the bottom of the container.
- C.3.12 The bottom shall be protected from damage throughout the warranty period through the use of pads, strips or other means designed to withstand abrasion and wear resulting from contact with asphalt, cement and other rough surfaces.
- C.3.13 The interior surface of the container shall be smooth and free from crevices, non-essential recesses, projections or other obstructions where refuse could become entrapped or entangled.
- C.3.14 The interior surface and shape of the container shall assure free and complete flow of waste materials from the container when in the dumping position.
- C.3.15 The exterior surface of the container shall be smooth and uniform (except for the markings and identifications) with no structures that would present a hazard or nuisance to either the user or DPW's collection employees.
- C.3.16 The contractor shall not change, alter, or substitute any materials or component parts used in the fabrication, manufacture, installation or assembly of the container without the written approval of the District.
- C.3.17 Any container bodies, lids, wheels, or component parts found to have been fabricated, manufactured, installed, or assembled with unapproved, substituted materials or parts shall be considered non-compliant and subject to rejection by the District.

C.4 STABILITY

- C.4.1 The container shall be capable of accommodating, without distortion, damage or a reduction in function or maneuverability, a load weight of not less than 112 pounds, excluding the weight of the container.
- C.4.2 The container shall be designed to be self-balancing in the upright position, whether loaded or unloaded, and with the lid in either the open or closed position.

- C.4.3 The container, when empty, shall be stable and not blow over in winds of up to 25 miles per hour.

C.5 WHEELS AND AXLES

- C.5.1 Each container shall be equipped with a single minimum 5/8-inch diameter solid steel zinc or cadmium plated axle and two wheels. The wheels shall be a minimum of 10" x 1.75" molded polyethylene capable of supporting 200 lbs. per wheel.
- C.5.2 The wheels and axle shall be positioned on the container to enable it to be pushed or pulled with little effort either when empty or loaded up to and including the unit capacity.
- C.5.3 The wheels and axle shall be capable of bearing and transporting a fully loaded container on a flat, sloped or stepped surface in two directions.
- C.5.4 The wheel and axle assembly shall be securely attached to the body of the container and shall **NOT** be capable of being removed by hand or with ordinary tools.
- C.5.5 The container shall be designed to be easily and safely tilted to the roll position when fully loaded.
- C.5.6 Wheel bearings shall be self-lubricating.
- C.5.7 The wheels shall be snap-on type with internal self-locking mechanism.
- C.5.8 The axle shall be mounted so as to maintain the bottom of the container in a waterproof condition.

C.6 LID AND HINGE

- C.6.1 The container shall have a one-piece lid and hinge design.
- C.6.2 The lid shall be designed to remain in the closed position when required, not opening during windy conditions and exposing the container's contents, without use of a latch.
- C.6.3 The hinge on the lid shall be an integrally molded part of the lid configuration to ensure low maintenance.
- C.6.4 The hinge on the lid shall offer an opening on the lid of at least 270 degrees, with no interference.

- C.6.5 The lid shall be designed such that it will not warp, bend, slump, or distort to the extent that it no longer fits the container properly or becomes otherwise unserviceable.
- C.6.6 The lid shall continuously overlap the container body on all sides or otherwise prevent rainwater and rodents from entering the container.
- C.6.7 The lid shall be domed to facilitate the run-off of water.

C.7 PUSH HANDLE OR HANDLES

- C.7.1 The push-handle or handles used to grip and maneuver the container shall be an integrally molded part of the container or lid. For purposes of this section, a lid shall be considered a part of the container.
- C.7.2 The push-handle or handles diameter shall be a minimum of 0.875 inches.
- C.7.3 The gripping area where only one handle is used shall offer a minimum area of 12 inches. If two handles are used, the total gripping area must be between 10 and 12 inches.
- C.7.4 All handles shall be approximately 2 inches away from the container such that the collector can easily grip the container with their hands while wearing heavy-duty work gloves.

C.8 COLLECTION REQUIREMENTS

- C.8.1 The container shall be equipped with a pick-up bar a minimum of 16-gauge galvanized steel tubing or fiberglass reinforced integrally molded plastic and sized to accommodate semi-automated collections compatible with **Perkins Rotary Tuk-A-Way and Bayne MBTL-180** lift systems.
- C.8.2 The gripping surface of the bar shall ensure positive locking, be non-slip and designed such that it does not bend in either the up or down stroke of the lifting process in all conditions including but not limited to uneven pavement and loaded packer vehicle.

STATE DIMENSIONS OFFERED: Length of Bar: _____
Diameter of bar: _____
Type and Gauge of bar: _____

C.9 COLOR

- C.9.1 The container shall come in both a blue and green color approved by the DPW.
- C.9.2 Color pigment shall be compounded at a concentration of 1.5% to 2% maximum by weight. To ensure thorough distribution, color and other additives shall be mixed in a molten state using a hot-melt compounding process.
- C.9.3 The color shall remain constant for the entire quantity of containers supplied to the District.

C.10 MARKINGS AND IDENTIFICATION

- C.10.1 The container shall appear clean and free of markings, unless specified by the District. No exterior stickers may be placed on the container by the contractor except those approved by the District.
- C.10.2 The name of the manufacturer, their logo, or trademark shall be molded or hot-stamped onto the container body or on top of the lid and shall not be enhanced with any color.
- C.10.3 Instructions for proper use of the container and the maximum load capacity of the container shall be molded or hot-stamped onto the lid of the container in both English and Spanish.
- C.10.4 The body of each container shall be marked with a unique, sequential eight digit alphanumeric serial number beginning with "DC800000" on the green carts and "DC603889" on the blue carts.
- C.10.5 The serial number shall be permanently molded or hot-stamped onto the container in numerals and letters at least one inch in height, white in color and positioned no more than twelve (12) inches below the lid on the front of the container's body where it can be readily seen.
- C.10.6 For identification purposes, the sides of the container shall be permanently molded or hot stamped in white color with the wording "Property of the District of Columbia Government" along with the District's stars and bars logo. Blue carts shall also include the three chasing arrow recycling logo and the words "RECYCLABLES ONLY."
- C.10.7 The date of manufacture, month and year shall be molded or hot stamped on the container in an easily readable location approved by the Contracting Officer's Technical Representative (COTR), and in such a manner so that the date will be easily readable for the life of the container.

C.11 INVENTORY REQUIREMENTS

- C.11.1 The contractor shall be required to establish a container warranty service center to address all warranty claims made by the District after the expiration of the contract. This center shall remain in effect until the end of the warranty period for the last container issued under the terms of this contract.
- C.11.2 The contractor shall prior to delivery of the initial order of carts have in storage within no more than 50 miles of the District's borders a minimum of 10,000 blue carts. These carts shall be to assure the availability of carts during the initial delivery period in case of a shortage due to weather or other unforeseen circumstances. These carts may be used (less 500 carts for the permanent inventory described in C.11.3) at the end of the initial delivery period for delivery to the last 9,500 units. If any carts are used from this inventory prior to that time, then they shall be replaced as quickly as is practical but no longer than three weeks.
- C.11.3 The contractor shall during the 10-year guarantee period have continuous availability in storage within fifty (50) miles of the District's borders a minimum of five hundred (500) blue carts and two hundred fifty (250) green carts and a complete inventory of all replacement parts which might reasonably be required during any ninety (90) day period.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract will be governed by clause number two (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003. To obtain a copy, go to www.ocp.dc.gov, click on OCP Policies (located under the heading Information).

SECTION E

INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Supplies of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003.
- E.2** Final inspection and acceptance will be at destination determined by the Contracting Officer's Technical Representative (COTR).
- E.3** All items listed in Section B shall be inspected by the receiving agency, and any items found not in accordance with specifications herein shall be rejected.
- E.4** The contractor shall replace the rejected items within twenty-four (24) hours after notice of rejection by the COTR. If the contractor fails to replace the rejected items, the District may exercise its rights under Clause 6.
- E.5** The District reserves the right to inspect batch productions of carts prior to delivery and acceptance, and to reject in whole or in part any non-conforming carts.
- E.6** The District reserves the right to test carts in accordance with ANSI Z245.30-1999.
- E.7** The District reserves the right to verify the inventory of carts required in Section C.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT:

The term of the contract shall be a period of five years from date of award as specified on page one (1) of the contract.

F.2 DELIVERABLES:

- F.2.1 The contractor shall be required to begin delivery of the initial new fully assembled containers, along with any informational materials provided by DPW, to each eligible residence in the DPW solid waste collection service area on January 24, 2005. The delivery shall be completed by May 13, 2005, unless delayed due to weather or other unforeseen circumstances. Deliveries shall be made only on weekdays unless approved in advance in writing by the COTR. Routes encompassing entire day of service areas (for example, Monday collection area in Ward 7) must be competed as a package. A day of service map is provided as attachment J.7.
- F.2.2 A list of service addresses and route distribution maps shall be provided by the District in both hard copy and electronic format (List in Dbase 4 (.dbf) format and maps as Shape Files compatible with ESRI ArcView 8.3 and 3.2 and Route Smart 4.4) at least two weeks prior to the scheduled delivery date. An example of a partial route map and address listing is provided as attachment J.8.
- F.2.3 In the event a new container is not deliverable, the contractor shall leave a notice (approved by the COTR) advising the resident of the attempted delivery. A second attempt will be made as directed by the COTR. If the container is still undeliverable, the contractor shall again leave a notice advising the resident. The District shall be responsible for further delivery attempts.
- F.2.4 The following specifications shall apply for delivery directly to the customers by the contractor during the contract term:
- F.2.4.1 The contractor shall assemble and distribute the containers to addresses provided by the District;
 - F.2.4.2 Contractor shall make deliveries to the street side of the residence even if the point of collection is another location. Deliveries shall also be made off the public rights of way and on private property, such as on a porch.

- F.2.4.3 Deliveries of containers after the initial delivery period as prescribed in section F.2.1 of this contract will be made by the close of business of the second (2nd) business day after the request is received from DPW;
- F.2.4.4 The contractor shall have the necessary hardware and software to receive requests for container delivery electronically.

F.2.5 Management Reports:

- F.2.5.1 The contractor shall provide management and performance reports in a hard copy and electronic version at a frequency and format approved by the COTR.
- F.2.5.2 Required reports shall include, but are not limited to:
- a) A detailed draft plan for the initial delivery of carts shall be submitted to the COTR for review no later than thirty (30) days after contract award. A final delivery plan shall be submitted for approval within two weeks of contractor receiving comments from the COTR.
 - b) Prior to beginning of the initial cart delivery, a certification that the inventory required in Section C.11 is in place.
 - c) During the initial delivery period, a listing that correlates each service address provided by the District (see Section F.2.2) with a container serial number and date delivered. This report shall be provided in both hard copy and electronic format no later than 6 PM **daily** covering deliveries that day. If a container is delivered to an address not found on the District supplied list, then a separate report listing all such containers shall be submitted also at 6 PM daily, covering deliveries that day. Electronic files shall be in a Dbase 4 (.dbf) format compatible with the District's geographic information system (GIS) which uses ESRI ArcView 8.3 and 3.2 and Route Smart 4.4 software. Corrections requested shall be made within 72 hours of Contractor being notified by COTR.
 - d) During the initial delivery period, weekly no later than 6 PM Monday a status report including a summary of carts delivered to date, status of inventory required in Section C.11, and look ahead schedule of deliveries for the next two weeks.
 - e) After the initial delivery period, a monthly listing by date of each container repaired by serial number and the nature of the repair;

each container replaced, correlating serial number and delivery address, and detailing why the container required replacement; and each new container delivered correlating serial number and delivery address.

F.3 UNIT PRICES AND DELIVERY POINT (S)

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see Paragraph 12, Standard Contract Provisions), to the following delivery point:

Department of Public Works
Solid Waste Management Administration Warehouse
1525 West Virginia Avenue NE
Washington, DC 20002

Receiving hours: 7:30 am - 2:00 PM
Monday through Friday, except Holidays
Please telephone 24 hours in advance of delivery date.
Contact Person: James Bullock
Telephone Number: (202) 645-4301

F.4 PROTECTION OF PROPERTY:

The contractor shall be held responsible for any damage to the building, interiors, or their approaches in delivering the goods covered by this contract within the time period specified by the COTR.

F.5 FIRST SOURCE INSTRUCTION:

Any reports that are required pursuant to H.8.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement, are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor will not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 Invoice Payment

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the COTR specified in Section G.8.1 below. The address of the CFO is:

Name: Associate Chief Financial Officer (CFO)
Address: Customer Care Division
2000 – 14th Street, NW, 6th Floor
Washington, DC 20009
Telephone: (202) 671-2300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information:
- G.2.2.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and encumbrance number assignment of an invoice number by the contractor is also recommended;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above to be notified in the event of a defective invoice); and
- G.2.2.8** Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.9.6.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

The District will pay the amount due the Contractor under this contract after:

1. Completion and acceptance of work in accordance with the delivery schedule; and
2. Presentation of a properly executed invoice.

G.5 ASSIGNMENTS

- G.5.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices.

Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee). _____

G.6 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The Contracting Officer is:

James Roberts
Contracting Officer
Office of Contracting and Procurement
2000 – 14th Street, NW, 6th Floor
Washington, DC 20009

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

The COTR for this contract is:

James Bullock
Department of Public Works
Solid Waste Management Administration
2750 South Capitol Street, SE
Washington, DC 20032
(202) 645-4301

- G.8.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.8.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 ORDERING CLAUSE

- G.9.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one year thereafter.
- G.9.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.9.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 WARRANTY

H.1.1 GENERAL WARRANTY PERIOD

The container shall have a life expectancy of not less than 10 years during which time the container, lid, and its component parts must resemble its original appearance; must reasonably resist any rodent penetration, and in general, be maintenance free.

The contractor shall provide for a period of ten (10) years a full replacement warranty against failure of the container through normal and regular use. This includes a warranty on all materials and workmanship of the container, including lids, hardware and all component parts.

The warranty shall be in effect for a period of 120 continuous months beginning on a date prescribed by the COTR once the initial container distribution is completed. The warranty on containers delivered after this period shall begin on the respective date that each container is delivered to a site or sites determined by the COTR.

The contractor shall be required to complete all warranty work as prescribed in Section H.2 during the warranty period.

H.2 PERFORMANCE WARRANTY REQUIREMENTS

H.2.1 Any containers, including the hardware, and all component parts that through normal and regular use do not continuously perform in the design and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below, must be considered to be defective in design, material and workmanship shall be deemed defective and shall result in the complete replacement of the container. No individual replacement parts will be allowed except for the lids and the wheels. The factors include:

H.2.1.1 Failure of the container body to resist any penetration by squirrels and other rodents;

H.2.1.2 Damage to the container body, the lid, or any component parts through opening or closing the lid;

H.2.1.3 Failure of any metal components to remain free of rust and corrosion;

- H.2.1.4 Failure of any portion of the bottom of the container body to remain impervious to damage or wear after repeated contact with rough and abrasive surfaces;
 - H.2.1.5 Failure of any plastic component of the container to be resistant to damage in the event of contact with any common household or residential products/chemicals other than those listed by the contractor.
 - H.2.1.6 Failure of the container body, hardware, or any component parts to maintain their original shape.
 - H.2.1.7 Failure of any container body, lid, wheels or other component part to conform to the minimum standards specified herein (e.g. failure to use high-density polyethylene resin with no less than 10% recycled material).
 - H.2.1.8 Damage or failure of container or assemblages caused by any incompatibility of the container with the City's hydraulic dumping units installed on their refuse trucks for semi-automated operations.
- H.2.2 Any container lid, bars, fasteners, axles or wheels that through normal and regular use do not continuously perform in the design and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below, must be considered to be defective in design, material or workmanship shall be deemed defective and shall result in the replacement of the defective part. All repairs will be made on-site. The factors include:
- H.2.2.1 Failure of the lid to prevent rainwater from entering the container when closed on the container body;
 - H.2.2.2 Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed;
 - H.2.2.3 Failure of the lid to reasonably resist penetration by squirrels or other rodents.
 - H.2.2.4 Failure of the wheels to remain in place and fully serviceable, as designed and intended.
 - H.2.2.5 Failure of the lid to maintain its original shape.
 - H.2.2.6 Failure of the wheels to provide continuous easy mobility as originally designed and intended.

H.2.3 The contractor shall complete all warranty replacements and repairs by the close of business of the second business day after being notified by DPW. In the event the cart is inaccessible to the residence, a notice of attempt (approved by the District) shall be posted at the residence, with a copy and listing of service address being furnished to the District.

H.2.4 The contractor shall submit with the bid a document that clearly states the exact warranty of the contractor including all the warranty provisions as detailed in this request for Invitation for Bids (IFB). The CEO or designee of the contractor's corporation must certify such documentation.

H.3 WARRANTY EXEMPTION

H.3.1 The contractor shall be exempt from honoring the terms of the warranty if the contractor successfully proves that a failure in the container during the warranty period is due to human or mechanical abuse rather than a manufacturing flaw. Mechanical abuse is defined for the purpose of this section as misuse of the container by overloading or emptying the container improperly.

H.3.2 The COTR or his designee shall approve each separate instance of a warranty exemption in writing.

H.3.3 In the case of an approved warranty exemption, the container shall be replaced or repaired by the contractor at the District's expense as stipulated in paragraph H.4.

H.4 NON-WARRANTY REPAIR

H.4.1 In the event, that a container, for which service is requested, is deemed to be a non-warranty repair or is a new or replacement container, the District shall pay a flat fee as indicated on page 3 of the solicitation, plus the cost of the parts, minus any applicable discount as specified on page 3 of the solicitation, and verified by the parts list provided at time of bid opening, subject to adjustments as provided in section H.8.4. In the event the District chooses to replace the container, the District shall pay the unit price as indicated on page 3 of the solicitation, subject to adjustments as provided in section I.14.

H.5 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the Contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.6 CONFLICT OF INTEREST

H.6.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.6.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.7 CONTRACTOR RESPONSIBILITIES

H.7.1 The contractor shall submit a sample of all designs/markings for approval of the COTR. The District reserves the right to change, add, or delete the markings of the contractors or the positions of the markings on the container.

H.7.2 Testing Data Submission: The contractor shall supply with its bid documentation from an independent laboratory evidencing the results of testing specified in Appendix A through G of ANSI Z245.30-1999.

H.7.3 The contractor shall maintain batch run records, by serial number and date of manufacture to enable recall in the event of product failure.

H.7.4 The contractor shall provide with its bid, a comprehensive price list of all repair/replacement parts. This list shall describe each part, indicate applicable part numbers and respective pricing. The contractor shall be bound to the prices of the parts for a period of one year from date of contract award. At the contractor's request the prices for the parts may be adjusted annually, in accordance with the provisions by of section I.14 economic price adjustment.

H.7.5 The District reserves the right to require the contractor to adjust the inventory level to enable delivery of needed containers or parts for on-site repair of containers within 72 hours of notification to the contractor of the need for the parts.

H.8 51% District Residents New Hires Requirements and First Source Employment Agreement:

- H.8.1 The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act") (Attachment J.3).
- H.8.2 The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.8.3 The contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month.

The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;

- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

H.8.4 If the contract amount is equal to or greater than \$100,000, the contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.8.5 With the submission of the contractor's final request for payment from the District, the contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.8.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.8.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.8.6.

H.8.6 The contracting officer may waive the provisions of section H.8.4 if the contracting officer finds that:

- (1) A good faith effort to comply is demonstrated by the contractor;
- (2) The contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.8.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.8.5 and H.8.6, the Contracting Officer shall determine whether the contractor is in compliance with section H.8.4 or whether a waiver of compliance pursuant to section H.8.6 is justified. If the Contracting Officer determines that the contractor is in compliance, or that a waiver of compliance is justified, the contracting officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.8.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.8.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The contractor shall make payment to DOES. The contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the contracting officer pursuant to this section H.8.8.

H.8.9 The provisions of sections H.8.4 through H.8.8 do not apply to nonprofit organizations.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 CONTINUITY OF SERVICES

I.7.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.7.1.1 Furnish phase-out, phase-in (transition) training; and

I.7.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.2**. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights, Office of Local Business Development.

I.9 INSURANCE

All insurance provided by the contractor as required by this section shall be in place on the commencement date of this contract and shall list the District as an additional named insured.

All insurance shall be written with responsible companies licensed by the District of Columbia by the Department of Insurance, Securities and Banking, 810 H Street, NE, #701, Washington, DC 20002, with a copy of each certificate of insurance to be sent to the contracting officer.

The contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period, including option periods, if exercised by the District.

Each insurance policy shall contain a binding endorsement stating "The insurer hereby warrants and agrees that it shall not cancel or alter insurance coverage afforded by this policy, until thirty (30) days after written notice has been received by the contracting officer, from the insurer."

I.9.1 MOTOR VEHICLE INSURANCE:

The contractor shall maintain during the term of the contract, Motor Vehicle Insurance with per Person/occurrence limits of \$200,000.00/\$500,000.00 for Bodily Injury and Occurrence Limits of \$30,000.00 for property damage. The contractor's insurance shall cover all owned, hired, or non-owned motor vehicles used during the term of the contract and shall comply with all applicable District Laws.

I.9.2 GENERAL BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:

The contractor shall maintain during the term of the contract insurance with minimum per Person/Occurrence limits of \$300,000.00/\$600,000.00 for Bodily injury and Occurrence/Aggregate limits of \$150,000.00/\$300,000.00 for Property damage.

I.9.3 WORKER'S COMPENSATION:

The contractor shall carry worker's compensation insurance covering all of its employees providing services pursuant to this contract.

The contractor agrees to comply at all times with the provisions of the worker's compensation laws of the District of Columbia.

I.9.4 EMPLOYER'S LIABILITY INSURANCE:

The contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).

I.10 LICENSES, PERMITS AND REGISTRATION

The contractor shall obtain at its expense, any licenses, permits or registrations necessary for the performance of this contract.

I.11 CANCELLATION CEILING:

In the event of cancellation of the contract because of nonappropriation for fiscal year 2005, or any option years, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.12 MULTI-YEAR CONTRACT TERM:

In accordance with D.C. Official Code Sections 2-301.05(a) and 1-204.51(f), the Council must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

This is a five (5) year multi-year contract for goods and services for which some of the funds would otherwise be available for obligation only within the fiscal year for which appropriated, subject to the contracting officer issuing a Notice to Proceed. If these funds are not made available for the continuation of the contract into a subsequent fiscal year, the contract shall be canceled or terminated, and the cost of the cancellation or termination may be paid from appropriations originally available for the performance of the contract concerned; appropriations currently available for procurement of the type of acquisition covered by the contract, and not otherwise obligated; or funds appropriated for those payments.

I.14 ECONOMIC PRICE ADJUSTMENT

MOBILE CONTAINERS

Bidders are advised that an increase or decrease of unit prices may not be allowed unless fully justified by economic indices which shall include a comparison to U.S. Department of Labor, Bureau of Labor Statistics Data, Producer Price Index – Commodities, Intermediate Energy Goods, Series ID WPUSOP2910.

Bid price per unit at time of contract award for the purchase price of the mobile containers will remain in effect for twelve months from date of award.

Escalation/de-escalation may occur annually. The index at the time of contract renewal shall be the index at time of calculation. However, if this data is unavailable the latest available month's data shall be used. For example if the request is made in April 2003; however, the latest available data is for February 2003. The index for February 2003 shall be the index used for calculation.

Sample Escalation/De-escalation Calculation

Index at time of calculation.....	115.5
Divided by index at time base price was set (index at time of award)	110.0
Equals	1.050

This means that the base price should be increased by 5.0 percent. To proceed:

Base price (dollar amount at time of award)	\$1,000
Multiplied by	1.050
Equals adjusted price	\$1,050

REPAIR/REPLACEMENT PARTS

Bidders are advised that an increase or decrease of list prices may not be allowed unless fully justified by economic indices which shall include a comparison to U.S. Department of Labor, Bureau of Labor Statistics Data, Consumer Price Index, All Urban Consumers, Washington-Baltimore, DC-MD-VA-WV, Series ID: CUURA311SA0, not seasonally adjusted.

List price per unit at time of contract award for the repair/replacement parts will remain in effect for a period of one year from date of award.

Escalation/de-escalation may occur annually. The index at the time of price adjustment shall be the index at time of calculation. However, if this data is unavailable the latest available month's data shall be used. For example if the price adjustment is in April 2003; however, the latest available data is for February 2003. The index for February 2003 shall be the index used for calculation.

Sample Escalation/De-escalation Calculation

Index at time of calculation.....	115.5
Divided by index at time base price was set (index at time of award)	110.0
Equals	1.050

This means that the base price should be increased by 5.0 percent. To proceed:

Base price (dollar amount at time of award)	\$1,000
Multiplied by	1.050
Equals adjusted price	\$1,050

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS**

The following documents are incorporated in the solicitation and resulting contract by this reference. Representation and certifications to be completed by the contractor in response to this solicitation are included in Section K. These representations and certifications shall be completed and submitted with the contractor's bid.

Attachment	Title	No. of Pages
J.1	Government of the District of Columbia Office of Tax and Revenue Tax Certification Affidavit	2
J.2	Government of the District of Columbia, Equal Employment Opportunity (EEO) Information Report	5
J.3	First Source Employment Agreement	10
J.4	Bond Forms	8
J.5	LSDBE Self Certification	29
J.6	Wage Determination No. 1994-2103 (Rev. 32), dated May 27, 2004	9
J.7	Day of Service Map	1
J.8	Sample of Route Map and Address Listing	2

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS

K.1 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as **Attachment J.2**.

K.2 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____
(Country)

K.3 EMPLOYMENT AGREEMENT

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents.

Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia. At least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 2-219.01 et seq.

The Bidder certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name	_____	Title	_____
Signature	_____	Date	_____

K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Employment Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order.

Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror_____Date_____

Name_____Title_____

Signature_____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.5 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C.40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

K.6 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OR ORIGIN

K.7 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(A) Each signature of the bidder is considered to be a certification by the signatory that:

- (1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (B) Each signature on the bidder is considered to be a certification by the signatory that the signatory;
 - (1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (A)(1) through (A)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (B)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above; and

(iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (A)(1) through (A)(3) above.
- (C) If the bidder deletes or modifies subparagraph (A)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award a single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest evaluated bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. POKT-2004-B-0097-NJ, "Full Service Recycling Carts".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.3 SAMPLE WITH BID

In addition, to the descriptive literature required in section H, the contractor shall submit a sample of the mobile refuse container and any tools required to remove and inspect wheels of the container, to the Department of Public Works, Solid Waste Management Administration, 2750 South Capitol Street, S.E., Washington, D.C. 20032 prior to the date and time set for opening of bids. It is the responsibility of the contractor to obtain a receipt indicating timely submission of bid sample.

Bid samples shall be used only to determine the responsiveness of the bid and shall not be used to determine a bidder's ability to produce the required items.

The contracting officer shall reject a bid as non responsive if the sample fails to conform to each of the characteristics listed in the IFB.

Samples should be submitted for review by DPW prior to any containers being manufactured. Sample color swatches must be submitted with your bid.

L.4 REQUIREMENT FOR DESCRIPTIVE LITERATURE:

L.4.1 Descriptive literature must be furnished as a part of the bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the Purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.

L.4.2 Failure of descriptive literature to show that the product offered conforms to the specification and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids.

L.4.3 The contracting officer may waive the requirement for furnishing descriptive literature if either of the following occurs:

- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
- B. The contracting officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current contracts.

L.4.4 Any material variance between the container being bid and the specifications shall disqualify the bidder. Determination of material variance shall be made on the basis of any deviation from the specifications that the COTR determines would negatively affect the durability, wearability, stability, appearance, suitability, compatibility, dimensions or capacity of the container.

L.5 PRE-BID CONFERENCE:

A pre-bid conference will be held at 1:00 P.M. on September 14, 2004 in the large 6th floor conference room, at the Reeves Municipal Center, 2000 – 14th Street, NW, Washington, DC 20009. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the SOLICITATION document as well as to clarify the contents of the SOLICITATION. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.6 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on the date as specified on page one of this solicitation.

L.7 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or telegraphic notice received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.8.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a.** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b.** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.8.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.8.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.8.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.8.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.9 MAIL OR DELIVER BID ORIGINAL AND TWO COPIES TO:

Department of Public Works
Office of Contracting & Procurement
2000 – 14th Street, NW, 3rd Floor
Washington, D. C. 20009
Telephone Number (202) 673-6880

L.10 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidders risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.11 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has questions relative to the solicitation, the prospective bidder shall submit the questions to the Contracting Officer in writing. The prospective bidder shall submit questions at least five (5) calendar days before the opening of bids. The District may not consider questions received less than five (5) calendar days before the date set for opening bids. The District will furnish promptly to all prospective bidders as an amendment to the solicitation, any information given a prospective bidder concerning the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders. Oral communications shall not be binding.

L.12 FAILURE TO RESPOND TO SOLICITATION

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contract Specialist, Department of Public Works, 2000 – 14th Street, NW , 6th Floor, Washington, D.C. 20009 , Telephone No. (202) 671-2389, by letter or postcard whether they want to receive future solicitations for similar requirements.

It is also requested that such recipients advise the Contract Specialist of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.13 BID PROTESTS

Any actual or prospective bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 – 14th Street, N.W., Suite 430, Washington, DC 20004. The aggrieved person shall mail a copy of the protest to the Contracting Officer for the solicitation.

L.14 SIGNING BIDS AND CERTIFICATIONS

- L.14.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- L.14.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation, followed by the signature and title of the person having authority to sign for the corporation. Bidder shall complete and sign all Representations, Certifications and acknowledgements as appropriate. Failure to do so may result in a bid rejection.

L.15 ACKNOWLEDGEMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on Page 1, Section 14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.16 ACCEPTANCE PERIOD

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.17 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

- L.17.2** District of Columbia license, registration or certification, if required by law. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.17.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

L.18 SECURITY REQUIREMENTS

All bids submitted in response to this IFB shall include a bid guarantee and performance security as specified below.

- L.18.1** Each bid shall be accompanied by a bid guarantee in the form of a bond (see Bond Form Instructions and Bid Bond), certified check payable to the "District of Columbia Treasurer," irrevocable letter of credit issued by a federally insured financial institution, or United States Government securities that are assigned to the District and which pledge the full faith and credit of the United States.

The bid guarantee shall be in an amount equal to five percent of the bidder's proposed first year contract price set forth in the bid.

For additional information regarding guarantee and bond requirements, bidder's may refer to Chapter 27 of the District's Procurement Regulations (27 DCMR 2700.1 et seq). The purpose of the bid guarantee is as stated in **Attachment J.4**.

L.18.2 Performance Security:

Prior to contract execution and within seven days after being called upon by the District to do so, the successful bidder shall provide the District with a performance security.

Due to the essential and critical nature of the services being specified in this contract, the performance security shall be in an amount equal to 100 percent of the contractor's proposed first year contract price.

Any change in work, extension of time, or termination of this contract, shall in no way release the contractor or any of its sureties from any of their obligations.

During the contract term if any individual or a series of modifications which increases the total contract price by \$500,000 or more are made to the contract, resulting from this IFB after contract execution, the contractor shall be required to provide an additional performance security, or increase its existing security, in an amount such that the total security remains equal to 100 percent of the contract's total price.

Any such additions or increases in the posted performance security shall be made within 30 days of execution of the contract modification.

Thirty (30) days prior to the expiration of the contract or any extensions thereof, the Contractor shall submit performance security, in an amount such that the total security remains equal to 100 percent of the total price for any proposed extensions.

L.19 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within ten (10) working days of the request by the District.

- L.19.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.5** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Furnish evidence of the necessary vehicles and vehicle titles that will be used to perform the services requested in this contract.

- L.19.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

SECTION M

CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESS OR BUSINESS OPERATING IN AN ENTERPRISE ZONE

M.1.1 General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.1.1 Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
 - M.1.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
 - M.1.1.3 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
 - M.1.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).
- A. Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

- B. Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.
- C. Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.
- D. Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

M.1.2 Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

- A) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- B) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation for LBE Subcontracting}$$

*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.1.3 Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation.

However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

M.1.4 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

M.1.5 Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

M.1.6 Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.7 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.1.8 Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and **supplies** with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.2 CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), 35 % of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause C-1), Subcontracting Plan and Clause C-2, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

M.3 CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE

M.3.1 Subcontracting Plan

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;
- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

M.3.2 Liquidated Damages

If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of twenty five dollars (\$25.00), for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.

Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.